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HOUSE BILL 3030

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State of Washington

57th Legislature

2002 Regular Session

By Representatives Dunshee and Dunn

Read first time . Referred to Committee on .

1 AN ACT Relating to transferring agreements and obligations under  
2 the manufactured/mobile home landlord tenant act; and amending RCW  
3 59.20.073, 59.20.074, and 59.20.100.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 59.20.073 and 1999 c 359 s 7 are each amended to read  
6 as follows:

7 (1) Any rental agreement shall be assignable by the tenant to any  
8 person to whom he or she sells or transfers title to the mobile home,  
9 manufactured home, or park model.

10 (2) A tenant who sells a mobile home, manufactured home, or park  
11 model within a park shall notify the landlord in writing of the date of  
12 the intended sale and transfer of the rental agreement at least fifteen  
13 days in advance of such intended transfer and shall notify the buyer in  
14 writing of the provisions of this section. The tenant shall ((~~verify~~  
15 ~~in writing~~)) pay or tender to the landlord full payment of all taxes,  
16 rent, and reasonable expenses due on the mobile home, manufactured  
17 home, or park model and mobile home lot.

1 (3) The landlord shall notify the selling tenant, in writing, of a  
2 refusal to permit transfer of the rental agreement at least seven days  
3 in advance of such intended transfer.

4 (4) The landlord may require the mobile home, manufactured home, or  
5 park model to meet applicable fire and safety standards.

6 (5) The landlord shall approve or disapprove of the assignment of  
7 a rental agreement on the same basis that the landlord approves or  
8 disapproves of any new tenant, and any disapproval shall be in writing.  
9 Consent to an assignment shall not be unreasonably withheld.

10 (6) Failure to notify the landlord in writing, as required under  
11 subsection (2) of this section; or failure of the new tenant to make a  
12 good faith attempt to arrange an interview with the landlord to discuss  
13 assignment of the rental agreement; or failure of the current or new  
14 tenant to obtain written approval of the landlord for assignment of the  
15 rental agreement, shall be grounds for disapproval of such transfer.

16 (7) This section applies to a secured party that becomes a tenant  
17 under RCW 59.20.074. The landlord may not condition approval of a  
18 secured party's request to assign a rental agreement upon payment of  
19 any rent, fees, or other charges that accrued prior to the date that  
20 the secured party became liable for park space rent under RCW  
21 59.20.074. However, if a secured party becomes a tenant under RCW  
22 59.20.074 and chooses to convey only the title to the mobile home,  
23 manufactured home, or park model, and the secured party does not assign  
24 the rental agreement or tenancy, the secured party is not required to  
25 comply with subsection (2) of this section.

26 **Sec. 2.** RCW 59.20.074 and 1999 c 359 s 8 are each amended to read  
27 as follows:

28 (1) A secured party who has a security interest in a mobile home,  
29 manufactured home, or park model that is located within a mobile home  
30 park ~~((and who has a right to possession of the mobile home,~~  
31 ~~manufactured home, or park model under RCW 62A.9-503, shall be))~~ is  
32 liable to the landlord from the date the secured party receives written  
33 notice by certified mail, return receipt requested, for rent for  
34 occupancy of the mobile home space ((under the same terms the tenant  
35 was paying prior to repossession, and any other reasonable expenses  
36 incurred after the receipt of the notice, until disposition of the  
37 mobile home, manufactured home, or park model under RCW 62A.9-504. The  
38 notice of default by a tenant must state the amount of rent and the

~~amount and nature of any reasonable expenses that the secured party is~~  
~~liable for payment to the landlord. The notice must also state that~~  
~~the secured party will be provided a copy of the rental agreement~~  
~~previously signed by the tenant and the landlord upon request))~~ for a  
mobile home, manufactured home, or park model that is vacant and has  
been abandoned by the former occupants, or when the secured party has  
possession of the home, at the time the notice is received by the  
secured party. The notice to the secured party must describe the  
mobile home, manufactured home, or park model with reasonable  
particularity; provide the name, address, and telephone number of the  
landlord or the landlord's representative; provide the amount of the  
monthly rent and other charges; provide an accounting of all deposits  
received from the prior tenant; and provide the full name, address; and  
any other reasonably available identifying data regarding any borrower  
for the subject home. The notice must also include a copy of the lease  
agreement between the landlord and the former tenant. If a secured  
party who has a security interest in a mobile home, manufactured home,  
or park model that is located in a mobile home park becomes liable to  
the landlord under this section, then the relationship between the  
secured party and the landlord is that of landlord and tenant and is  
governed by the rental agreement previously signed by the prior tenant  
and the landlord, except as follows:

(a) Under no circumstances is the secured party liable for rent or  
any other charges owed to the landlord or any other party, which  
accrued prior to the date that the secured party becomes the tenant of  
the landlord under this subsection, including but not limited to any  
attorneys' fees and costs incurred by the landlord in evicting the  
prior tenant.

(b) The secured party is entitled to a minimum tenancy of twelve  
months from the date of the receipt of the notice under this  
subsection, terminable by the secured party upon thirty days' written  
notice to the landlord. At any time during the twelve-month tenancy,  
the secured party has the right to relinquish its security interest in  
the mobile home, manufactured home, or park model and cease to be a  
tenant, in which event the secured party is not liable for any further  
expenses or charges, including but not limited to lot space rent to the  
landlord for the mobile home, manufactured home, or park model. For  
purposes of this section, the secured party has relinquished its  
security interest upon mailing to the landlord, by certified mail, the

1 vehicle title, endorsed with the secured party's release of interest,  
2 or upon filing a release of interest with the department of licensing.  
3 After the expiration of the secured party's twelve-month term, the  
4 tenancy converts to a month-to-month tenancy terminable by either party  
5 upon thirty days' written notice. Upon termination of the tenancy, the  
6 secured party shall remove the mobile home, manufactured home, or park  
7 model in accordance with RCW 59.20.100.

8 (c) During the term of the secured party's tenancy, the secured  
9 party is required to pay only the charges as follows:

10 (i) The rent to the landlord in an amount not to exceed the rent  
11 paid by the prior tenant;

12 (ii) Charges for any utilities, including but not limited to power,  
13 water, sewer, regular garbage disposal, and natural gas, actually used  
14 by the secured party; and

15 (iii) Any late charge or late fee charged to the secured party by  
16 the landlord. This charge or fee may not exceed ten dollars per month  
17 for each month that the secured party fails to pay rent within the time  
18 specified in the underlying lease agreement. The landlord may not  
19 charge the secured party for any late charge or late fee for the  
20 thirty-day period immediately after the secured party's receipt of the  
21 written notice under this subsection.

22 (2) This section ((shall)) does not affect the availability of a  
23 landlord's lien as provided in chapter 60.72 RCW. However, such a lien  
24 is junior to any security interest that has been perfected under  
25 chapter 62A.9A RCW in the mobile home, manufactured home, or park  
26 model, prior to the creation of the landlord's lien.

27 (3) As used in this section, "security interest" shall have the  
28 same meaning as this term is defined in RCW 62A.1-201, and "secured  
29 party" shall have the same meaning as this term is defined in RCW  
30 ((62A.9-105)) 62A.9A-102.

31 (4) ((For purposes of this section, "reasonable expenses" means any  
32 routine maintenance and utility charges for which the tenant is liable  
33 under the rental agreement.

34 (5)) Any rent or ((other reasonable expenses)) charges owed by the  
35 secured party to the landlord pursuant to this section shall be paid to  
36 the landlord prior to the removal of the mobile home, manufactured  
37 home, or park model from the mobile home park.

38 ((6) If a secured party who has a secured interest in a mobile  
39 home, manufactured home, or park model that is located in a mobile home

1 ~~park becomes liable to the landlord pursuant to this section, then the~~  
2 ~~relationship between the secured party and the landlord shall be~~  
3 ~~governed by the rental agreement previously signed by the tenant and~~  
4 ~~the landlord unless otherwise agreed, except that the term of the~~  
5 ~~rental agreement shall convert to a month-to-month tenancy. No waiver~~  
6 ~~is required to convert the rental agreement to a month-to-month~~  
7 ~~tenancy. Either the landlord or the secured party may terminate the~~  
8 ~~month-to-month tenancy upon giving written notice of thirty days or~~  
9 ~~more. The secured party and the landlord are not required to execute~~  
10 ~~a new rental agreement. Nothing in))~~

11 (5) This section ((shall be construed to be)) is not a waiver of  
12 any rights by the tenant.

13 **Sec. 3.** RCW 59.20.100 and 1977 ex.s. c 279 s 10 are each amended  
14 to read as follows:

15 (1) Improvements, except a natural lawn, purchased and installed by  
16 a tenant on a mobile home lot shall remain the property of the tenant  
17 even though affixed to or in the ground and may be removed or disposed  
18 of by the tenant prior to the termination of the tenancy((:—PROVIDED,  
19 That)). A tenant shall leave the mobile home lot in substantially the  
20 same or better condition than upon taking possession.

21 (2) When the home is removed by a secured party that is a tenant  
22 under RCW 59.20.074, the secured party may, but is not required to,  
23 remove any other property or improvements located on the mobile home  
24 lot in which the secured party has a perfected security interest and is  
25 not required to remove outbuildings, debris, or other refuse abandoned  
26 on the lot by the prior tenant.

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